

FILED  
GREENVILLE CO. S. C.  
DEC 3 9 52 AM '79

# MORTGAGE

REC: 1490 107

THIS MORTGAGE is made this 30th day of November 1979, between the Mortgagor, Randall Allen Cox (herein "Borrower"), and the Mortgagee, NCNB Mortgage Corporation, a corporation organized and existing under the laws of North Carolina, whose address is P. O. Box 34069, Charlotte, North Carolina 28234 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-six Thousand and No/100 (\$36,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 30, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2009;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel, or lot of land in the city of Greenville, County of Greenville, State of South Carolina, and being known and designated as Lot No. 11 of Block E in a subdivision known as Kanatenah, according to plat thereof recorded in the RMC Office for Greenville County, S. C., in Plat Book "F", at page 131, reference being craved to said plat for exact metes and bounds.

This is that property conveyed to Mortgagor by deed of Olin R. McSherry and Martha C. McSherry dated and filed concurrently herewith.

STATE OF SOUTH CAROLINA  
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which has the address of 104 Cureton Street Greenville, South Carolina (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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